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<p>1 providing an explanation on the report to you as the 2 property manager? 3 MR. KANCHER: I'm going to object to the 4 form. 5 THE WITNESS: Right. But this -- I've 6 never seen this, but yeah. 7 BY MR. COLEMAN: 8 Q. Understood? 9 A. An explanation, sure. 10 Q. And this is the type of document that you 11 recall receiving from Kistler O'Brien during your 12 tenure with PPM? 13 A. Yeah. 14 Q. Okay. Do you know who -- do you know who 15 signed this document? 16 A. No. 17 Q. It looks like it's a Cheryl Smith. Name ring 18 any bells to you? 19 A. No. 20 Q. Is this the type of document that would in the 21 ordinary course of PPM's business practices be 22 received and then put into their file? 23 MR. KANCHER: I'm going to object to the 24 form. SIGNATURE REP TING, INC.</p>	<p>1 you in 2004? 2 MR. KANCHER: Object to the form. 3 THE WITNESS: Well, it's -- I mean, yes 4 and no. It could, doesn't say it will or 5 anything like that. 6 BY MR. COLEMAN: 7 Q. They're highlighting a potential problem? 8 A. Potential. 9 Q. And in your role as property manager, if an 10 outside contractor had highlighted a potential 11 problem, is that something that you would have found 12 important? 13 MR. ELKIND: Object to the form. 14 MR. COLEMAN: To at least to have been 15 aware of. 16 MR. KANCHER: Object to the form. 17 THE WITNESS: To be aware of, yeah. 18 BY MR. COLEMAN: 19 Q. And it's your testimony that you weren't aware 20 that Kistler O'Brien had highlighted that as a 21 potential problem? 22 A. Right. 23 Q. Any reason why you weren't aware that Kistler 24 O'Brien had apparently highlighted this to you guys SIGNATURE REP TING, INC.</p>
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<p>1 THE WITNESS: Would this be filed? 2 MR. COLEMAN: Yes, sir. 3 THE WITNESS: Yes. 4 BY MR. COLEMAN: 5 Q. In the ordinary course of business? 6 A. Yes. 7 Q. Would the fact that Kistler O'Brien had 8 identified a failure to adequately protect the 9 system from freezing, would that have been an 10 important concern or issue for you to have known 11 about in 2004? 12 MR. KANCHER: Object to the form. 13 THE WITNESS: Would it have been 14 important, well there was never -- we've 15 never had a problem with it before, I guess, 16 from what I remember. 17 BY MR. COLEMAN: 18 Q. Understood. But the question was a little 19 different. If Kistler O'Brien had, in fact, 20 identified a problem with the protection of the 21 system -- 22 A. Uh-huh. 23 Q. -- as set forth in this exhibit, would that 24 have been an issue that would have been a concern to SIGNATURE REP TING, INC.</p>	<p>1 on more than one occasion? 2 MR. ELKIND: Object to the form. 3 MR. KANCHER: Object to form. 4 THE WITNESS: No, I don't remember. 5 BY MR. COLEMAN: 6 Q. And not to beat a dead horse, but when you came 7 on to the property in 2003, if Kistler O'Brien had 8 identified the same concern that the wet sprinkler 9 system was not adequately protected from freezing, 10 would that have been an issue that you would have 11 liked to have known when you took over management of 12 this property? 13 MR. KANCHER: Object to the form. 14 MR. ELKIND: Objection. 15 THE WITNESS: Yes. 16 BY MR. COLEMAN: 17 Q. During your tenure as property manager did you 18 undertake any efforts to protect the second or third 19 floor from freezing, potentially freezing? 20 MR. KANCHER: Object to the form. 21 THE WITNESS: Not that I remember, no. 22 BY MR. COLEMAN: 23 Q. Do you remember anyone from PPM taking any 24 steps to protect the second or third floor of the SIGNATURE REP TING, INC.</p>

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1 says, "Replace/repair windows."  
2 A. Okay.  
3 Q. "Windows are basically shot and holding them  
4 closed by bracing with wood is not OK and not  
5 working."  
6 Do you see where I read that?  
7 A. Uh-huh.  
8 Q. Did I read it correctly?  
9 A. Yes.  
10 Q. Do you know what windows that entry is  
11 referencing?  
12 A. No.  
13 Q. Okay. During your tenure as property manager  
14 did you do anything to address the state or  
15 condition of the windows in the third floor of the  
16 property?  
17 A. No.  
18 Q. Okay. You can set that aside. Thank you.  
19 During your tenure was George in the office a lot?  
20 A. I don't remember. I don't -- no.  
21 Q. He wasn't?  
22 A. No, I don't remember if he was or if he  
23 wasn't.  
24 Q. Okay. How would you describe George as a  
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1 manager, as a property owner?  
2 MR. KANCHER: I'm going to object to the  
3 form.  
4 THE WITNESS: Good.  
5 BY MR. COLEMAN:  
6 Q. And how come?  
7 A. He knew his stuff.  
8 Q. Was he a hands-on type of guy?  
9 A. As far as physically, no.  
10 Q. Was he actively engaged with the reports and  
11 the conditions of the property?  
12 A. I'd have to say yes.  
13 Q. Were you aware during your tenure as to how the  
14 different areas of the building were heated?  
15 A. No.  
16 Q. So you didn't have an understanding of the  
17 HVAC, how the systems were aligned?  
18 A. No.  
19 Q. And what heated what?  
20 A. I don't remember.  
21 Q. You don't remember?  
22 A. No.  
23 MR. COLEMAN: I don't think I have anymore  
24 questions for you. Thank you very much.  
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1 MR. KANCHER: You want to take a break?  
2 I'll have some questions.  
3  
4 \* \* \*  
5 (Whereupon, a brief recess was taken.)  
6 \* \* \*  
7  
8 BY MR. KANCHER:  
9 Q. Mr. Hannon, my name is Kancher. I represent  
10 7th and Allen, the plaintiff in this matter. I have  
11 a few questions to ask you by way of follow-up. I  
12 think you said that during your management of this  
13 building, the three or four years that you managed  
14 it, you would visit it every month, every other  
15 month around the year, year round, is that correct?  
16 A. Right.  
17 Q. If there were broken windows that you saw, what  
18 would you do?  
19 A. Repair them or get them repaired.  
20 Q. Well, we understand you didn't --  
21 A. Right.  
22 Q. You weren't the glazier, but you would have  
23 them repaired?  
24 A. Sure.  
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1 Q. Would that be then that was the case through  
2 the time that you were managing the building?  
3 A. Yes.  
4 Q. When you first went through the building was  
5 there any furniture or furnishings of any kind on  
6 the second and third floors that you saw, that you  
7 remember?  
8 A. There was some, just basically some tables  
9 and things like that.  
10 Q. Were there any desks or chairs there, do you  
11 recall?  
12 A. Yeah, some.  
13 Q. And is my recollection of your testimony  
14 correct that through the time that you were managing  
15 the building, those four or five years, there were  
16 attempts to lease the space on the second and third  
17 floor to third parties?  
18 A. Correct.  
19 Q. That is right?  
20 A. Correct.  
21 Q. Although it was never actually leased?  
22 A. Right.  
23 Q. Do you know who was involved in the attempts to  
24 leasing it on the part of the building?  
SIGNATURE REP TING, INC.

22 (Pages 82 to 85)

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1 A. I don't. I don't remember.  
2 Q. Were you involved, do you know? Do you recall?  
3 A. Somewhat, yeah. I showed -- I was the on  
4 site person.  
5 Q. Did you do any negotiations for the lease?  
6 A. No.  
7 Q. Do you know if Mr. Diemer did?  
8 A. I would imagine so, yes.  
9 Q. Did he show anybody the space in the building  
10 that you're aware of? When I say the space, the  
11 second and third floor?  
12 A. I don't remember.  
13 Q. Okay. To your recollection during the four or  
14 five years that you managed the building, certainly  
15 we're talking about the wintertime, I guess?  
16 A. Uh-huh.  
17 Q. Were there any problems with the sprinkler, the  
18 fire suppression sprinkler system freezing?  
19 A. No, not that I remember. No.  
20 Q. Would you go on to the second and third floors  
21 during the winter in these monthly or bi-monthly  
22 inspections?  
23 A. Yes.  
24 Q. What were the heating conditions or the heat  
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1 conditions or the warmth conditions or the cold  
2 conditions on the second and third floors during  
3 those winters?  
4 A. Sufficient.  
5 Q. How do you mean sufficient?  
6 A. Above, they weren't -- it wasn't freezing  
7 in there.  
8 Q. I take it it wasn't hot either?  
9 A. No. No, but it wasn't freezing.  
10 Q. You were asked to look at a report from -- it  
11 actually predates your time with PPM, Hannon-1,  
12 Peerless Insurance, and it talks about 02-10-02 and  
13 I understand this was sent to Connie White. You  
14 weren't an employee of PPM when it was sent and I  
15 think you said you never saw it, but you were asked  
16 some questions about that entry and it talked about  
17 the temperature on the second or third floors.  
18 At any time that you were managing the building  
19 was there ever a lack of appropriate heat on the  
20 second and third floors?  
21 MR. COLEMAN: Object.  
22 THE WITNESS: I mean, not that I remember.  
23 BY MR. KANCHER:  
24 Q. When you were managing the building were  
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1 there -- was there lighting on the second and third  
2 floors that you recall?  
3 A. Yeah, I think so.  
4 Q. Do you recall holes in the floor?  
5 A. No.  
6 Q. Holes in the decking of the floor?  
7 A. No, not that I remember.  
8 Q. When you would visit the building during the  
9 winters, did you go into the -- I think it was an  
10 Eckerd drugstore at the time? Did you go into the  
11 Eckerd drugstore?  
12 A. Yes.  
13 Q. Did you go into it -- had it changed to a Rite  
14 Aid store at any time that you were managing the  
15 building?  
16 A. I don't remember. I don't think so. I  
17 think it was always an Eckerd.  
18 Q. Was the store comfortably heated during those  
19 winters that you went in?  
20 A. Yes.  
21 Q. Do you know who -- I want to look at Hannon-5.  
22 Hannon-5 is the -- what Kistler O'Brien says was an  
23 inspection report of November of 2004.  
24 A. Okay.  
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1 Q. And I believe -- I believe you said you hadn't  
2 seen this document before today?  
3 A. Correct.  
4 Q. Do you know who Cheryl Smith is?  
5 A. I do not.  
6 Q. To your knowledge or your recollection, was  
7 Cheryl Smith ever an employee of Professional  
8 Property Management?  
9 A. No.  
10 Q. Do you know if she was ever an employee of 7th  
11 and Allen, LLC directly?  
12 A. No. I never heard, no.  
13 Q. You were asked a question on Mr. Coleman's  
14 examination that you didn't take steps to protect  
15 the second and third floor from freezing. What was  
16 the reason you didn't take any steps?  
17 A. I guess no steps were needed.  
18 Q. How do you mean?  
19 A. The temperatures weren't below freezing.  
20 Q. Did you ever feel there was a danger of the  
21 fire suppression system on the third floor freezing  
22 because of -- well, because of temperatures that  
23 would induce freezing in water?  
24 A. Not that I remember.  
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23 (Pages 86 to 89)

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<p>1 Q. As the building manager in those five years 2 were you satisfied that the fire suppression system 3 was safe from freezing during the winter because of 4 the heating conditions in the building? 5 A. From what I remember, yes. 6 MR. KANCHER: Thank you. 7 MR. COLEMAN: Just a couple quick 8 follow-ups. 9 BY MR. COLEMAN: 10 Q. We looked at Hannon-5? 11 A. Uh-huh. 12 Q. And you said you didn't know who signed it, but 13 is the address on the top of the front first page, 14 the Professional Property Management, 3000 Atrium 15 Way, Suite looks like 219, Mount Laurel, is that the 16 address for PPM? 17 A. Yes. 18 Q. You said during Mr. Kancher's examination that 19 you felt that the heat was, quote, "Sufficient on 20 second and third floors to protect the system from 21 freezing." 22 Did you ever take any measurements of what the 23 temperatures were on any of your visits? 24 A. No. SIGNATURE REP TING, INC.</p>	<p>1 MR. COLEMAN: Do you understand the 2 question? 3 THE WITNESS: I don't understand -- I 4 understand what you're saying. 5 BY MR. COLEMAN: 6 Q. You said you felt -- my understanding of your 7 testimony was that you were satisfied that it was 8 protected from freezing, correct? 9 A. Yeah. I mean, it didn't seem overly cold 10 to me. 11 Q. And my question was then if you had learned 12 that the fire suppression company that inspected 13 it -- 14 A. Uh-huh. 15 Q. -- had not been satisfied that it was protected 16 from freezing, would that have changed your opinion 17 that it was sufficiently protected from freezing? 18 MR. KANCHER: Object to the form. 19 THE WITNESS: No. 20 BY MR. COLEMAN: 21 Q. Why not? 22 A. Just because I didn't know that we were -- 23 there was a problem with the second or third floor. 24 There was never any problem to me as far as SIGNATURE REP TING, INC.</p>
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<p>1 Q. I think you also said that you were satisfied 2 during your tenure that the system wouldn't freeze. 3 But you don't have a recollection of the fire 4 suppression company telling you that it was not 5 protected from freezing? 6 A. Right, it was never. 7 Q. If, in fact, you had learned that the fire 8 suppression company had told you that they weren't 9 satisfied that it was protected from freezing, -- 10 A. Uh-huh. 11 Q. -- would that have impacted your -- would that 12 have made a difference to you? 13 MR. KANCHER: I object to the form. 14 MR. ELKIND: I object to form. Doesn't 15 make any sense. 16 MR. COLEMAN: Could you read that back, 17 then I'll rephrase it? 18 19 * * * 20 (Whereupon, the court reporter read back 21 the pending question.) 22 * * * 23 24 MR. KANCHER: And I object to the form. SIGNATURE REP TING, INC.</p>	<p>1 temperatures. 2 Q. But you never tested the temperatures yourself? 3 A. No, I didn't. 4 MR. COLEMAN: No more questions. Thank 5 you very much. 6 MR. KANCHER: Thank you. 7 8 (This deposition concluded at 2:00 9 p.m.) 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 SIGNATURE REP TING, INC.</p>

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

7th & ALLEN EQUITIES,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION
v.	)	
	)	NO. 5:11-cv-01567 (JKG)
HARTFORD CASUALTY INSURANCE	)	
COMPANY,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

The undersigned hereby certify that on October 9, 2012, the foregoing, *Plaintiff's Response In Opposition To Defendant's Motion In Limine To Exclude Expert Testimony Of Gary Sheesley, P.E. and Memorandum of Law in support thereof*, was filed electronically via the Court's Electronic Case Filing (ECF) System and is available for viewing and downloading. The following parties are listed as ECF Filing Users and are therefore automatically served via electronic means:


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